



The Standard Plan for the Washington Mercury- Containing Lights Product Stewardship Program

Prepared by PCA Product Stewardship Inc. for the Washington State Department of Ecology
Waste 2 Resources Program under Contract C12000247 (revised on November 27, 2012)

Revisions to the Standard Plan were incorporated by the Washington State Department of
Ecology's Waste 2 Resources Program on November 29, 2012

November 30, 2012

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1. Introduction

This product stewardship plan for **mercury-containing lights** is the Standard Plan developed pursuant to the provisions of the Mercury-containing lights-proper disposal law, Revised Code of Washington (RCW) 70.275 (the “law”) and is subject to approval by the Washington State Department of Ecology. The law requires the program be operational on January 1, 2013.

This plan complies with the requirements in Ecology’s “rule” (Chapter 173-910 Washington Administrative Code [WAC]) for implementing a mercury-containing lights program. According to the law, “...*Improper disposal methods (for mercury lights) will lead to mercury releases that threaten the environment and harm human health*” (RCW 70.275.010). This plan outlines a program intended to reduce improper disposal practices in Washington State as much as possible.

The intent of the program, as described in this Standard Plan, is to establish and operate a “comprehensive, safe, and convenient collection system” in Washington that may include existing residential curbside and mail-back collection systems. The program will accept end-of-life mercury-containing lights from “Covered Entities,” defined as single-family and multi-family household generators and persons that deliver no more than fifteen mercury-containing lights to registered collectors during a ninety-day period. The system will reduce the improper disposal of spent mercury lighting which releases mercury that threatens human health and the environment.

The program will create a network of collection sites throughout the state that could include retailers, utilities, solid waste haulers, charities, household hazardous waste (HHW) facilities, processing facilities and recyclers. Collected products will be transported to appropriate facilities for recycling. The program will support the goal set out in the law of recycling all end-of-life mercury-containing lights by 2020 [RCW 70.275.030(2)(a)].

Plan Elements

The key elements of the operation of the Washington mercury-containing lights product stewardship program will be:

- **Program Planner:** PCA Product Stewardship Inc., (“PCA”) has been contracted by Washington State Department of Ecology (“Ecology”) for program development, including this Standard Plan, up to December 31, 2012.
- **Covered Entities:** The program will accept end-of-life mercury-containing lights from “Covered Entities” in WA as defined in RCW 70.275.020 as:
 - (a) *A single-family or a multifamily household generator and persons that deliver no more than fifteen mercury-containing lights to registered collectors for a product stewardship program during a ninety-day period; and*
 - (b) *A single-family or a multifamily household generator and persons that utilize a registered residential curbside collection program or a mail-back program for collection of mercury-containing lights and that discards no more than fifteen mercury-containing lights into those programs during a ninety-day period.*
- **Collection:** The program will create a state-wide network of permanent collection sites to

collect leftover mercury-containing lights. As of November 27, 2012, a total of 182 program collection sites have been identified.

- **Transportation:** Lights will be delivered from collection sites to processors using a safe and efficient transportation system.
- **Recycling:** Collected program products will be managed as Universal Waste and recycled by the processor identified for the Standard Plan. Mercury recovered from program products will be recycled, stored, managed, or disposed by the processors in full compliance with applicable local, state, and Federal laws.
- **Stewardship Organization:** The Stewardship Organization will implement this Standard Plan under contract with Ecology. The Stewardship Organization will implement the plan on behalf of the producers of mercury-containing lights participating in the Standard Plan. The designation of an entity to operate and manage the Standard Plan will be determined by Ecology on or before January 1, 2013.
- **Outreach and education:** A public awareness and education program including a website, and point of sale information will be developed.

Plan approval process

Plan approval steps are detailed below:

- The draft Standard Plan was submitted to Ecology for review in August 24, 2012 and was posted on the Ecology website for public review and comment for two weeks. PCA worked with Ecology to incorporate public comments into the draft Standard Plan.
- The revised Standard Plan was submitted to Ecology for review on November 7, 2012. This plan was posted on the Ecology website for public review and comment for one week. PCA worked with Ecology to incorporate public comments into the revised Standard Plan.
- The Standard Plan was approved by Ecology on November 29, 2012. The approved plan is posted on Ecology's website at: www.ecy.wa.gov/programs/swfa/mercurylights/

Plan updates required

The law (RCW 70.275.040) requires at a minimum that this plan be updated, reviewed and approved by Ecology according to the following schedule. Additional updates will be submitted to Ecology for approval as needed. Plan updates will comply with rules adopted by Ecology for this program (Chapter 173-910 WAC).

DATE*	PLAN
January 1, 2013	Program start date
January 1, 2015	1 st Program plan update: 2 years from start date
January 1, 2019	2 nd Program plan update
January 1, 2023	3 rd Program plan update
January 1, 2027	4 th Program plan update

**Additional plan updates will be submitted for approval as needed.*

2. Overall Plan Requirements

(a) Participating Producers

Definition of Producer

Producers must participate in and fully fund an Ecology-approved product stewardship program in order to distribute or sell mercury-containing lights for residential use in Washington.

Producer Requirements: RCW 70.275.090

As of January 1, 2013, no producer, wholesaler, retailer, electric utility, or other person may distribute, sell, or offer for sale mercury-containing lights for residential use to any person in this state unless the producer is participating in a product stewardship program under a plan approved by the department for mercury containing lights.

The program is open to all “producers” as defined in the law (RCW 70.275.030(13)) as follows:

A “producer” means a person that meets any one of the following conditions:

- (a) Has or had legal ownership of the brand, brand name, or co-brand of a mercury-containing light sold in or into Washington state, except for persons whose primary business is retail sales;*
- (b) Imports or has imported mercury-containing lights branded by a producer that meets the requirements of (a) of this definition and where that producer has no physical presence in the United States;*
- (c) If (a) and (b) of this definition do not apply, makes or made an unbranded mercury-containing light that is offered for sale or sold in or into Washington state; or*
- (d) Offers for sale, sells or has sold at wholesale or retail a mercury-containing light and does not have legal ownership of the brand but chooses to fulfill the responsibilities of the producer for that product.*

Producer Recruitment

Producers participating in the approved Standard Plan are required to provide funding for program costs in compliance with the law. Active recruitment of non-registered producers will continue to ensure a level playing field in the market-place. When necessary, Ecology will pursue noncompliant producers. The list of registered producers will be regularly updated by Ecology to include new registrants. Ecology will post an up-to-date list on its website identifying producers in compliance and those identified to be out of compliance with the law. Non-compliant producers will include those not participating in or not funding an approved stewardship plan – either this Standard Plan or an approved independent plan. The most current list of compliant producers is posted at:

- www.ecy.wa.gov/programs/swfa/mercurylights/pdf/ProducersListMercuryLights.pdf

These producers are the current participants in the Standard Plan and have complied with the requirements of the law for the purpose of preparing this plan and setting up the program.

(b) Mercury Containing Light Sales

The National Electrical Manufacturers Association (NEMA) collects national sales data by distribution channel from its members. The distribution channel determines whether the light is used in a residential environment. NEMA compiles national sales data for each light type for the calendar year. The aggregated totals of the national sales data for these light types are then multiplied by WA population percentage (2.2% of the U.S. population) to arrive at a rough estimate of the lights sold in Washington State in 2011 for residential purposes.

Year	Light Type	Estimated Units Sold into WA Residential Channels
2011	Linear tubes	2,471,722
2011	CFL's	3,635,214
2011	HID's	31,724
TOTAL		6,138,660

(c) Covered Product Types

The law requires a product stewardship program for “... lamps, bulbs, tubes, or other devices that contain mercury and provide functional illumination in homes, businesses, and outdoor stationary fixtures” (RCW 70.275.020) delivered to the program by “covered entities”. The term “program products” will herein be used to describe the products that will be accepted by the program.

The program will collect and manage end-of-life mercury-containing lights used for functional illumination generated by “Covered Entities” (see Part 11 of this plan) in the following categories:

Product Category

1. Fluorescent Tubes measuring \leq 2 feet
2. Fluorescent Tubes measuring $>$ 2 feet and \leq 4 feet
3. Fluorescent Tubes measuring $>$ 4 feet
4. Compact Fluorescent Lights (CFL)
5. High intensity discharge (HID) – HID lights include High Pressure Sodium, Low Pressure Sodium, Mercury Vapor and Metal Halide

Covered Entities, as noted above, are limited to a maximum of fifteen program products brought to the Program for recycling over a 90-day period.

Brands of Non-participating Producers

The program will accept all brands of program products; however, the program will identify the producers of any brands not represented by program participants and report producers who are not in apparent compliance with the law to Ecology for enforcement.

Orphan Products

The program will accept orphan products - defined in the Law to mean “mercury-containing light that lacks a producer's brand, or for which the producer is no longer in business and has no successor in interest, or that bears a brand for which the department cannot identify an owner” [RCW 70.275.020].

(d) Stewardship Organization

Ecology has contracted PCA to set up the state contracted product stewardship program for mercury-containing lights. PCA will prepare a product stewardship plan, establish the product stewardship program network, identify financing options, and develop education and outreach tools. NEMA is providing technical guidance to PCA in developing this plan.

PCA is a not-for-profit affiliate of Product Care Association based in Vancouver, British Columbia. PCA manages household and special waste product stewardship programs including mercury containing lights (and other products) in British Columbia, Manitoba and Quebec. The primary point of contact for PCA on the preparation of this program is:

Mike O'Donnell
Product Care - Washington Program Coordinator
Tel: 206-494-3136
Cell: 206-498-5005
mike@productcare.org
www.productcare.org/WALights

The existing Ecology contract (C1200247) does not appoint PCA as the implementing stewardship organization and does not fund the ongoing management or operation of the Standard Plan. The operator of the Standard Plan will be determined by Ecology in December 2012. Participating producers will provide funding for program operations in accordance with the law (see Section 3 below).

3. Description of the Financing System

Twenty-nine producers of mercury-containing lights funded the department-contracted stewardship program plan development. Ecology contracted with Product Care to develop this program plan (the Standard Plan) and establish the infrastructure of the program (the collection sites, transporters, and processor/recycler). As required in 70.275.050(2)(a) and WAC 173-910-210 producers must finance and participate in the Ecology-approved plan operated by a Stewardship Organization. The product stewardship program must be fully funded and operational on January 1, 2013.

As of December 2012, a total of \$425,000 has been paid in producer fees to Ecology. Of this total, \$145,000 is designated for Ecology administration and oversight costs (\$5,000 per producer). A total of \$180,000 was contracted to Product Care to prepare this Standard Plan and develop the infrastructure of the program that must start January 1, 2013. Ecology has \$100,000 of producer-paid fees available to the stewardship organization implementing the program on January 1, 2013.

As of December 2012, there are 29 producers that have paid all required fees (a total of \$15,000 each) to Ecology. The list of producers is located on Ecology's website at the following link:

- www.ecy.wa.gov/programs/swfa/mercurylights/pdf/ProducersListMercuryLights.pdf

Program Funding:

PCA projects program costs for implementation in 2013 at \$1.1 to \$1.2 million as indicated in Appendix A. Beginning January 1, 2013, any producer of mercury-containing lights whose mercury-containing lights are offered for sale or sold in or into Washington State must fully finance and participate in a

department-approved product stewardship program for mercury-containing lights. Each participating producers' share of the Standard Plan program costs will be determined using an equitable formula. Total program costs include Ecology's annual fee (as required in WAC 173-910-310). A few possible funding formulas for the program are listed below. The funding formula established for the Standard Plan implementation must be submitted to Ecology for approval.

Single Per-Light Fee: Sales of residential lights in Washington is estimated for 2011 to be 6,138,660 lights sold. PCA estimates the cost of Standard Plan implementation in 2013 to be \$1,200,000. Calculating a single per light cost based on that data results in a \$0.20 per light fee on each residential light sold or distributed in or into Washington to fully fund the Standard Plan.

2013 Estimated annual program cost	\$ 1,200,000
Estimated lights sold (2011)	6,138,660
Per light fee	\$ 0.195

To fund the program using this per light fee, producers must report their sales and remit the total amount due on a regular schedule as determined by the Stewardship Organization. The Stewardship Organization will establish policies and guidelines about reporting and remitting funds during program start-up. Periodically the Stewardship Organization will review whether fee adjustments are needed to cover program costs. Any fee adjustments must be submitted to Ecology for review and approval.

Variable Light Fee: Different types of mercury-containing lights have been reported to represent variable product stewardship program costs. This is evident from the British Columbia mercury light program established for residential lighting. Different fees for different types of lights are established in the BC product stewardship program (operated by Product Care). Those established fees could be used in Washington State to fund the similar residential lighting program.

Light Type	Per Unit Fee
Fluorescent Tubes measuring ≤ 2 feet	\$ 0.20
Fluorescent Tubes measuring > 2 feet and ≤ 4 feet	\$ 0.40
Fluorescent Tubes measuring > 4 feet	\$ 0.80
Compact Fluorescent Lights (CFL)	\$ 0.15
High Intensity Discharge (HID) and other	\$ 1.10

To fund the program using a variable light fee, producers must report their sales and remit the total amount due on a regular schedule as determined by the Stewardship Organization. The Stewardship Organization will establish policies and guidelines about reporting and remitting funds during program start-up. Periodically the Stewardship Organization will review whether fee adjustments are needed to cover program costs. Any fee adjustments must be submitted to Ecology for review and approval.

Producer Market Share: Producers report their monthly or quarterly sales to the Stewardship Organization. Each producer is billed for their fair share of program costs. A producer with a 30% market share in state sales would owe that portion of the monthly or quarterly program cost to the Stewardship Organization. The Stewardship Organization would establish the timing of these reports and invoices to allow sufficient fund collection to cover program costs.

2013 Estimated annual program cost	\$ 1,200,000
Monthly total program cost	\$ 100,000
Quarterly total program cost	\$ 300,000

Other Equitable Share: The Stewardship Organization may offer alternative funding formulas for the Standard Plan to be reviewed and approved by Ecology.

4. Use of Washington State Businesses

PCA has included Washington State businesses when soliciting services for program design, education, collection, transportation, and processing services to implement this program. The following Washington State businesses are current or anticipated service providers to the program. The contracted Stewardship Organization will continue to include Washington State businesses when implementing the program. Additional Washington State companies providing services will be included in future plan updates.

Company	Location	Function
Peter Thermos	Seattle, WA	Education and Outreach Consultant
Sprout A Design Office	Seattle, WA	Graphic Services and Design Consultant
Ecolights Northwest, LLC	Seattle, WA	Light boxes, spill kits, and recycling services
Total Reclaim Inc.	Seattle, WA	Light Transportation Services

Washington State collection sites will participate on a voluntary basis and may include utilities, retailers, charities, household hazardous waste (HHW) facilities, processing facilities, recycling facilities, existing curbside collection services and existing mail-back services. PCA distributed program information soliciting for collection sites to over 2,000 potential locations throughout Washington State. As of November 27, 2012; 182 locations have expressed an interest in collecting. PCA continues to solicit for collection sites and is targeting in state retailers and existing light collectors as high priority locations. PCA will continue to update this web-link with interested collection sites until program implementation tasks are assumed by the contracted Stewardship Organization.

- <http://www.productcare.org/walights-collection-sites>

The contracted Stewardship Organization will be responsible for negotiating contracts with each collection site before a finalized list can be publically posted. The list of collection sites is dynamic and will be continually revised as collection sites are added or removed over time.

5. Plan Goals

(a) Light Sales

Establishing program goals in terms of a recycling percentage requires accurate collection data that does not currently exist. The estimated baseline recycling rate for the Program is calculated below using 2011 Washington State collection and sales data.

The 2014 annual report will state unit sales and units collected during the 2013 calendar year. This data will be used to calculate an accurate baseline to prepare valid program goals. Program goals will focus

on the actual number of units collected over time, not a percentage of sales or a recycling rate. The total number of lights available for collection will be calculated using the proposed method noted below.

(b) Lights Available for Collection – Proposed Methodology

The recycling rate of linear fluorescent and compact fluorescent lights for each year of the program will be calculated by dividing the number of lights recovered for recycling that year (the numerator) by the total number of lights estimated to be in the waste stream (i.e. “available to collect”) that year (the denominator). The number of lights collected will be obtained from actual program data, and the number of lights available to collect will be estimated from national sales figures collected by NEMA from its members, adjusted for a number of factors.

The Numerator – Lights recycled

The Program will track the number of lights (units) collected based on information provided by collection sites, transporters and processors. Where the actual count of lights is not available, the number may be estimated based on average number of lights per collection container. The program will require this information in its contracts with service providers and will conduct periodic audits and sampling to substantiate the conversion rates used. If information is gathered in weight, it will be necessary to convert to units using the following conversions:

- 8’ Linear fluorescent lights: One pound = (1) tube
- 4’ Linear fluorescent lights: One pound = (2) tubes
- Compact fluorescent lights: One pound = (4) lights

For the purposes of estimating a base year collection target, the program is using 2011 mercury-containing light collection data from the following three known collection sources to provide Numerator data to calculate the 2013 base year collection target.

1. WA State Household Hazardous Waste (HHW) 2011 reports – Ecology collects data from municipal HHW programs throughout the state. This data provides separate reporting of mercury-containing lights received at HHW facilities from Washington residents typically delivering less than 15 units per 90-day period. Ecology collects HHW data in pounds, however the accuracy of the underlying data is not known. The calculations below convert this HHW data from pounds to units.

HHW programs also collect lights from businesses defined as CESQG’s – Conditionally Exempt Small Quantity Generators. CESQG data are reported separately to Ecology. CESQG data are not be included in the base-year numerator figure because most CESQG’s deliver more than 15 units per 90-day period.

2. Take it Back Network (TIBN) 2011 Data - The TIBN collects CFL’s and linear tubes through participating retailers in Snohomish and King Counties and to a lesser extent, Pierce County. All collection data from the TIBN is included in the base-year calculation numerator as these sources typically received less than 15 units per 90-day period from participants. TIBN data is reported in pounds and is converted to units in the table below.

3. Puget Sound Energy (PSE) 2011 Data – PSE collects CFL’s from offices and businesses located in Western Washington. They collected 137 boxes in 2011 and estimate they collected 13,700 CFL’s.

4. Other mercury-containing light collection sources – The data in the table below does not include the number of units collected through big box retail stores or on-line mailback collection program or programs because this data is not publicly available.

Summary of numerator calculation

In this table, the weight of collected lights from the HHW and TIBN programs is allocated by type of light using percentages obtained from the BC Light Recycle program.

Type	Using BC 2011 % by weight collected	Lbs by Type	Units per Pound	Units by Type
CFL's (PSE units)	n/a	n/a	n/a	13,700
CFL's (HHW+TIBN)	18%	68,648	0.25	274,593
2-4' Tubes (HHW+TIBN)	70%	265,463	0.5	530,927
8' Tubes (HHW+TIBN)	12%	45,881	1	45,881
TOTAL	100%	379,993		865,101

Resulting Baseline Numerator using the HHW, TIBN and PSE data sources: 865,101 units
Numerator: 865,101 units

The Denominator – Lights available for recycling

The number of lights available for recycling can be estimated by adjusting sales data in accordance with assumptions concerning how lights are distributed and used after purchase. The Program will estimate the number of lights available for collection based on the number of lights sold in Washington (derived from industry sales information provided to NEMA by its member companies) subject to adjustments, as explained below.

NEMA collects national sales data by distribution channel from its members. The channel determines whether the lamp is used in a residential environment. NEMA compiles national sales data for each lamp type for the calendar year, by distribution channel (e.g. residential). Sales for the State of Washington will be estimated by applying a population percentage multiplier of 2.2%. For the reasons itemized below, the number of lights sold will significantly exceed the number of lights generated as waste during the same period. The sales total is adjusted by three factors in order to estimate the number that is “available to collect”, as follows:

- **Home Centers or DIY Retailer non-residential sales:** Lights sold through home centers and DIY retailers typically are purchased by both private consumers and commercial entities. Purchases by private consumers are estimated to constitute 80 percent of this channel while the remaining 20 percent are sales to commercial entities.
- **Lights purchased for New Lamp Fixtures:** Consumer lights are purchased either for replacement of burnt-out lights or first time use in a new fixture. It is estimated that 10 percent of lamp purchases are installed in a new fixture for first time use.

- **Pantry Stocking:** Compact fluorescent lights are often sold in packs containing multiple lamp units. In addition, consumers buy extra lights and store them for future use. Sales of lights stored for future use are estimated to be 23 percent of all residential CFL sales.

Estimate of Current Recycling Rate

The lamp recycling rate for a given year in Washington State is estimated by dividing the annual number of lights for residential use recovered for recycling in the reporting year by the number of lights estimated to be available for recycling in Washington in the reporting year. According to NEMA, lamp sales in WA State in 2011 were as follows:

Linear fluorescent light units sold into WA residential sales channel:	2,471,722
Compact fluorescent light units sold to residential sales channel:	3,635,214
HID light units sold in WA State:	<u>31,724</u>
Total	6,138,660

However, when determining the number of units available to collect, these figures must be adjusted to account for the impact of several factors, including

- Lights sold at home centers that are not destined for residential use (-20%)
- Lights purchased for new fixtures that do not replace a burnt-out lamp that enters the waste stream (-10%)
- Lights not immediately installed, but stored for future use (*i.e.*, the pantry effect) (-23%)

These adjustments lead to the number of lights projected to enter the waste stream and thus be available for recycling. The estimation of the recycling rate is therefore as follows.

A = number of linear, compact fluorescent, and HID lights sold into WA State available for recycling during reporting year in WA

B = number of linear and compact fluorescent lights recovered for recycling during reporting year in WA by the Program.

The recycling rate = **B/A**

It is emphasized that the figures generated by this methodology should be considered rough estimates only, subject to a potentially large margin of error.

Applying the procedure above, NEMA estimates the number of lights available to collect in 2011 between 4,000,000 and 4,500,000 units. For the purposes of establishing a base year collection rate, the denominator in this calculation will be 4,250,000 units.

A - Baseline Numerator: 865,101

B - Baseline Denominator: 4,250,000

Baseline Recycling Rate: $B/A = 865,101/4,250,000 = 20\%$

(c) Annual goals

Annual program goals and targets are calculated using numbers estimated in the prior subsection. The program will track and report on the quantity of program products collected on an annual basis and to target annual increases in the quantity collected. Experience and data gathered in the first two years of collection will permit meaningful collection rate targets.

Washington State has an existing network for collecting mercury-containing lights; however, much of this infrastructure is concentrated in King, Pierce and Snohomish Counties. The tri-county area accounts for 50% of state population, 65% of lights collected through HHW sources and 100% of the Take it Back Network volumes. This Standard Plan program will expand recycling opportunities by providing recycling services throughout the state.

2011 Projected Baseline: 865,101 units collected

2011 Projected Available for Collection: 4,250,000 units

Collection targets of 100%, 75%, and 50% are provided in the table below. Each target is the portion of 4,250,000 lights to be collected. The 100% collection target is based on the goal set in the law (RCW 70.95.010). The 75% collection target is based on the goal established in the British Columbia mercury-containing lights product stewardship program. The 50% target is provided for comparison. The numbers provided below will be adjusted in each annual report as sales and collection data become available.

- 100% target requires an annual collection rate increase of 22%
- 75% target requires an annual collection rate increase of 18%
- 50% target requires an annual collection rate increase of 12%

2020 Target	Light Units Collected Annually (in millions of units)								
	2012	2013	2014	2015	2016	2017	2018	2019	2020
100 %	0.86	1.05	1.28	1.56	1.91	2.33	2.85	3.48	4.25
75 %	0.86	1.01	1.19	1.40	1.65	1.95	2.29	2.70	3.18
50 %	0.86	0.96	1.08	1.21	1.35	1.52	1.70	1.90	2.13

Subsequent revisions to this Plan will include actual 2013 collection data to replace the estimated 2011 baseline. Any resulting changes will affect the target. Over time, it is expected that the total number of lights collected will decrease as mercury-containing lights are replaced by light emitting diode (LED) technologies.

6. Collectors

(a) The Program Collection System

The program is developing a network of permanent year-round locations for the collection of program products. There will be no charge imposed on covered entities to drop off lights at these collection locations. The program will contract with interested organizations that can provide collection location(s), but will not directly own or manage collection sites. The collector agreement is included in Appendix C.

Potential collection sites include retailers, recycling organizations and businesses (both non-profit and for profit), local government Household Hazardous Waste (HHW) or Moderate Risk Waste (MRW) collectors, local government recycling centers, solid waste hauler curbside programs, transfer stations and other associations or businesses interested in participating in the program, including any other locations which currently collect mercury containing lights.

(b) Registration Information

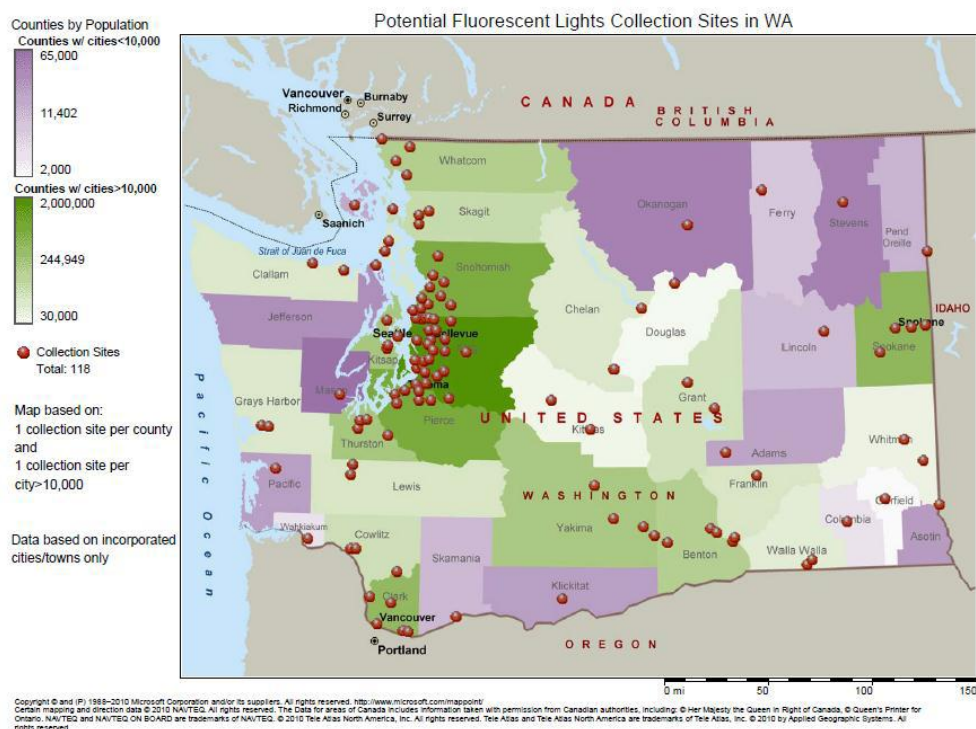
The collection network will continue to be developed through 2013 and beyond taking into consideration factors such as availability and capacity of facilities, proximity to population, ease of access, cost effectiveness and funding to pay for collection activities. The current list of contracted and interested collection sites is found here:

- <http://www.productcare.org/walights-collection-sites>

Before January 1, 2013, program information, interested collection sites and the collector locator (map service) will be transferred to the stewardship organization. The homepage for Light Recycle Washington will be www.walights.org.

The law requires: (5) *Product stewardship programs shall provide, at a minimum, no cost services in all cities in the state with populations greater than ten thousand and all counties of the state on an ongoing, year-round basis.* (70.275.030 RCW)

Preliminary analysis indicates that 117 collection sites are necessary to fulfill the minimum requirements of the program. Appendix B lists 117 cities with populations over 10,000 and Counties that have no cities with populations over 10,000. The following map illustrates the distribution of collection locations to fulfill the obligations of the law.



Program products collected through curbside or mail-back services will be picked up by the program at the locations where they are consolidated. The stewardship organization may hold collection events in rural areas not serviced by permanent collection sites.

All program collection sites will be provided with detailed collection site guidelines. These guidelines include information on appropriate handling and storage of mercury-containing lights, a worker safety plan, as well as:

- (a) Logistics management for the pick-up of filled collection containers and the drop-off of replacement containers;
- (b) A communication and outreach process to answer questions, provide supplies, or provide technical assistance to collector;
- (c) Technical assistance to collection sites;
- (d) Packing and shipping materials;
- (e) Spill and release response plan;
- (f) Worker safety plan; and,
- (g) Information (posters/brochures) available to collection sites.

When collection site guidelines are revised, collection sites will be provided with updated copies. A copy of these guidelines is posted here:

- <http://www.productcare.org/walights-collection-sites>

7. Transporters

PCA conducted a competitive process to determine the transportation service provider for the Standard Plan. PCA recommends Total Reclaim, Inc. on behalf of EcoLights Northwest LLC to provide all transportation services for collected program products. The decision to recommend Total Reclaim was based on a number of factors including price, geographic footprint and logistics capabilities.

The stewardship organization will be responsible for assuming this relationship and forming a binding contract including a statement that the transporter will comply with the requirements of WAC 173-910-530.

Total Reclaim Inc.
Common Carrier UTC Permit # MC-661411-C
US DOT Haz Mat # 820837
Contact: Craig Lorch
Address: 2200 6th Ave South Seattle, WA 98134
Phone: 206-343-7443

8. Processing Facilities

PCA conducted a competitive process to determine the recycling service provider for the Standard Plan. PCA recommends Ecolights Northwest, LLC to provide all packaging, recycling and data collection for collected program products. The stewardship organization will be responsible for assuming this relationship and forming a binding contract that includes compliance with this Processor Standard provided at the link below.

- <http://www.productcare.org/WALights>

This contract recommendation was based on a number of factors including prices, geographic location, quality of RFP submittal, capabilities of mail-back program, data collection, and environmental compliance.

- (a) Recycler Registration Information:
Ecolights Northwest LLC
Contact: Craig Lorch
1915 S. Corgiat Drive
Seattle, WA 98108
Hours: Monday – Friday 7:30 – 4:30
- (b) Collected program products will be recycled. Mercury-containing lights are either mechanically crushed or manually dismantled to separate the non-mercury containing components. Mercury phosphor powder is retorted for mercury recovery at an EPA regulated and approved recycler in the U.S. and nearly 100% of non-hazardous program material will be recycled.
- (c) The stewardship organization will contract for qualified third party audits of each processing facility managing program material in compliance with WAC 173-910-420(7)(c).

9. Record Keeping

The program will collect and maintain records on several key aspects of the program to demonstrate compliance and continuous improvement. Information collected through regular record keeping will be submitted to Ecology in the required Annual Report – listed below:

- (a) Annual Mercury Containing Light Sales in WA state by participating producers - See Section 5(a) of this Plan.
- (b) Types of lights collected by the program – See Section 2(c).
- (c) List of collection sites – The program will contract with collection sites across the state. Appendix B lists the required locations by County and City.
- (d) Identification of transport, processing, and recycling services (see Sections 6 and 7).
- (e) The stewardship organization will track quantities of mercury-containing lights collected, transported, and processed for the plan including the total number of mercury-containing lights, by lamp type and by weight in pounds, collected from individual collection sites, collection services, curbside and mail back. It will also track the final destination and quantities of lights processed and disposed.

- (f) The Program will document education efforts for consumers, retailers, utilities, collectors, transporters and processors including assessments of the effectiveness of these efforts.
- (g) The program will document the efforts to promote mercury-containing lights collection programs
- (h) The annual report will identify the primary processor(s) for all lights processed through the program. Quantities and management method (reuse, recycling, disposal) for lighting components (aluminum, phosphor, mercury, glass) will be reported.
- (i) Examples of education and outreach materials to promote the program are included in Section 11.

10. Implementation Timeline

The following chart shows the anticipated timeline for the program plan, collection system, transportation and processing activities and education and outreach.

WA Mercury-Containing Lights Program Implementation	Sep	Oct	Nov	Dec	2013
Draft, revised draft, and final product stewardship plan					
Consultation on draft program plan/response to comments	●				
Submit final plan for approval		●	●		
Final Plan Approval				●	
Collection System					
Recruit collection sites	●	●	●	●	●
Prepare collection sites (equipment, signs, training)			●	●	
Develop collection site manual		●	●		
Audit collection sites (as needed)			●	●	●
Collection system operational					●
Transportation and Processing					
Conduct request for proposals	●	●			
Contract for transportation and processing		●	●	●	
Provide training to processors (tracking, standards, data)			●	●	
Transportation and processing system operational					●
Education and outreach					
Develop communications strategy	●				
Program website development	●	●	●	●	
Identify local government, utilities and other partnership opportunities		●	●	●	●
Work with local governments and other stakeholders on communication strategies to promote the program					●
Design and printing of program brochure		●	●	●	
Distribution of brochures to retailers, collection sites etc.				●	
Establish and manage social media platforms					●
Launch collection site finder on web page					●

11. Education, Public Outreach and Marketing

The Law requires that the plan develop a communication and education strategy to inform consumers of the product stewardship program, the location of collection facilities and how to manage products in a safe manner. The overall goals are to:

- Increase the number of mercury containing lights recycled in Washington
- Expand public awareness of the legal obligation to properly recycle mercury containing lights
- Comply with applicable Washington regulations

Key Messages





It is important that consumers are aware of the importance of returning program products, where to return them and appropriate handling techniques. Specific information will be provided on:

- The categories of products included in the program
- Where and how to recycle mercury-containing lights
- Washington residents can recycle lights at no charge; however each participant is limited to a maximum of fifteen program products brought to the Program for recycling over a 90-day period.
- Proper handling and recycling methods for mercury-containing lights
- The economic and environmental benefits of using and recycling mercury-containing lights
- The hazards mercury can pose to human health and the environment

Communication Channels

The stewardship organization will focus on earned media (press releases) and collaborating with existing outreach efforts (utility inserts). The fully financed Program will use a number of channels to create consumer awareness of collection site locations and information regarding safe product handling. The Communication program will include:

- a) **Communications Strategy** - Development of a launch and communications strategy. The communication strategy will be modified over time based on the results of the methods employed and ongoing studies.
- b) **Program branding** – PCA developed and designed the logo, tagline etc. to ensure that the program has consistent branding.

LOGO AND GRAPHIC IMAGE ELEMENTS	DESCRIPTION
	Logo (the word "Washington" will be added after "Light Recycle")
	CFL (Compact Fluorescent Lights)
	Fluorescent Tubes
	HID (High Intensity Discharge)

- c) **Website** – PCA developed a website (www.walights.org) and toll-free number to access information about the program. The program website will have information on: what items can be returned, how to return them, consumer FAQ's and producer information. An interactive Google Map based collection site finder will be available. The program website and collection site finder will be designed to provide applicable information based on the type of product, sector and/or quantity of products to be returned. It will also include a print-ready brochure and a system for reordering consumer information materials produced by the program. Upgrades to the web site will be on a rolling basis throughout 2013. Marketing and promotion of the website will be an ongoing activity.
- d) **Earned Media and Advertising** - The program will target the use of earned media (press releases, etc.) and bought media to ensure state-wide coverage. Bought media may include newspaper, on-line and radio advertisements.
- e) **Point of Return Material** - A component of the education and outreach element of the program will include the design, printing and distribution of educational materials to collection sites. This point of return material will be offered to any participating collection sites to display and includes signage and counter cards to distribute to consumers.
- f) **Point of Sale** - The program will coordinate the outreach and education with light retailers, distributors, wholesalers:

- Point of sale materials that will be designed, printed and distributed may include rack cards, program posters and shelf-talkers, which would be provided at no cost to retailers.
- g) **Partnerships** - The program will work towards partnering with organizations interested in collaborating to promote the program and will target residential and small business generators. Collaboration strategies will be developed through discussions with potential partners. Some possible avenues are:
- **Other Stewardship Programs** – Opportunities to combine communication efforts with existing stewardship programs and on-line recycling information clearinghouses will be explored.
 - **Municipal and County Partnerships** - The program will seek opportunities to partner with local governments. These activities may include:
 - Participating in community recycling events and promotions
 - Partnering with local Household Hazardous Waste collection programs
 - Linking local government websites to the program website
 - Including program information with local government household communications
 - Working with Municipal Health and Building Departments
 - Sending local governments program information
 - **Utilities** – Many utility companies have extensively promoted the use of energy efficient fluorescent lights to their residential customers. The program will investigate opportunities to work with utility companies to reach target consumers and ensure a consistent program message.
 - **Trade Associations and Business Organizations** – The program will explore partnerships with trade associations and other business organizations to target residential and business generators of program products.
 - **Environmental Organizations** – These groups can play a crucial role in promoting the recycling of lights that contain mercury. The program will work with environmental organizations to communicate the dangers and health impacts of mercury pollution and the need to participate in light recycling programs.
 - **State** – 1-800-Recycle Hotline can add collection site information to the database.
- h) **Social Media** – The program will evaluate social media opportunities elements to increase program awareness.
- i) **Public Review Process** – The stewardship organization will work with Ecology to integrate appropriate comments to the Standard Plan approved on November 29, 2012.

12. Other Information

Universal Waste

The program will collect, transport and manage mercury-containing lights as Universal Waste Lamps. Collection sites will be Small Quantity Handlers of Universal Waste (SQHUW) and the frequency of pick-up will ensure all sites maintain this regulatory status. There are no registration requirements for

SQHUV's; however, WAC 173-303-573 provides guidance and procedures for managing mercury-containing lights. This program will comply with Universal Waste guidelines but may have additional requirements to comply with Rules established in WAC 173-910.

Appendix A – Light Recycle Washington 5-year budget projection

Non-Operational Expenses:							
	% of Total Expenses incl'd Reserve	2013	2014	2015	2016	2017	TOTAL 5 Year Expenses
Communications	16%	\$ 194,250	\$ 199,375	\$ 198,250	\$ 197,375	\$ 196,500	\$ 985,750
Audits	1%	\$ 7,500	\$ 19,500	\$ 19,500	\$ 19,500	\$ 19,500	\$ 85,500
Administration	22%	\$ 260,000	\$ 265,200	\$ 270,504	\$ 275,914	\$ 281,432	\$ 1,353,050
Insurance	2%	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000
Sub-Total Non-Operational Expenses	44%	\$ 481,750	\$ 504,075	\$ 508,254	\$ 512,789	\$ 517,432	\$ 2,524,300
Operational Expenses:							
	% of Total Expenses incl'd Reserve	2013	2014	2015	2016	2017	TOTAL 5 Year Expenses
Collection Supplies, Transportation, Processing	41%	\$ 461,683	\$ 484,576	\$ 499,807	\$ 515,557	\$ 536,151	\$ 2,497,774
Sub-Total Operational Expenses	41%	\$461,683	\$484,576	\$499,807	\$515,557	\$536,151	\$ 2,497,774
Ecology Oversight:							
	% of Total Expenses incl'd Reserve	2013	2014	2015	2016	2017	TOTAL 5 Year Expenses
Administration and Enforcement	12%	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
Sub-Total Ecology Oversight	12%	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
TOTAL:							
		2013	2014	2015	2016	2017	TOTAL 5 Years
TOTAL Expenses		\$ 1,093,433	\$ 1,138,651	\$ 1,158,061	\$ 1,178,346	\$ 1,203,583	\$ 5,772,075
Reserve Fund	5%	\$ 54,672	\$ 56,933	\$ 57,903	\$ 58,917	\$ 60,179	\$ 288,604
TOTAL Expenses & Reserve Fund		\$ 1,148,105	\$ 1,195,583	\$ 1,215,964	\$ 1,237,264	\$ 1,263,763	\$ 6,060,679

Appendix B – Collection Site Locations

Locations required to meet the minimum collection service in the state
(1 per county and 1 per city with a population over 10,000)

#	County	City	Size
1	Adams		No city >10,000
2	Asotin		No city > 10,000
3	Benton	Kennewick	>10,000
4	Benton	Richland	>10,000
5	Benton	West Richland	>10,000
6	Benton	county location	county location
7	Chelan	Wenatchee	>10,000
8	Chelan	county location	county location
9	Clallam	Port Angeles	>10,000
10	Clallam	county location	county location
11	Clark	Battle Ground	>10,000
12	Clark	Camas	>10,000
13	Clark	Vancouver	>10,000
14	Clark	Washougal	>10,000
15	Clark	county location	county location
16	Columbia		No city >10,000
17	Cowlitz	Kelso	>10,000
18	Cowlitz	Longview	>10,000
19	Cowlitz	county location	county location
20	Douglas	East Wenatchee	>10,000
21	Douglas	county location	county location
22	Ferry		No city >10,000
23	Franklin	Pasco	>10,000
24	Franklin	county location	county location
25	Garfield		No city >10,000
26	Grant	Moses Lake	>10,000
27	Grant	county location	county location
28	Grays Harbor	Aberdeen	>10,000
29	Grays Harbor	county location	county location
30	Island	Oak Harbor	>10,000
31	Island	county location	county location
32	Jefferson		No city >10,000
33	King	Auburn	>10,000
34	King	Bellevue	>10,000
35	King	Bothell	>10,000
36	King	Burien	>10,000
37	King	Covington	>10,000

#	County	City	Size
38	King	Des Moines	>10,000
39	King	Enumclaw	>10,000
40	King	Federal Way	>10,000
41	King	Issaquah	>10,000
42	King	Kenmore	>10,000
43	King	Kent	>10,000
44	King	Kirkland	>10,000
45	King	Lake Forest Park	>10,000
46	King	Maple Valley	>10,000
47	King	Mercer Island	>10,000
48	King	Newcastle	>10,000
49	King	Redmond	>10,000
50	King	Renton	>10,000
51	King	Sammamish	>10,000
52	King	SeaTac	>10,000
53	King	Seattle	>10,000
54	King	Shoreline	>10,000
55	King	Snoqualmie	>10,000
56	King	Tukwila	>10,000
57	King	Woodinville	>10,000
58	King	county location	county location
59	Kitsap	Bainbridge Island	>10,000
60	Kitsap	Bremerton	>10,000
61	Kitsap	Port Orchard	>10,000
62	Kitsap	county location	county location
63	Kittitas	Ellensburg	>10,000
64	Kittitas	county location	county location
65	Klickitat		No city >10,000
66	Lewis	Centralia	>10,000
67	Lewis	county location	county location
68	Lincoln		No city >10,000
69	Mason		No city >10,000
70	Okanogan		No city >10,000
71	Pacific		No city >10,000
72	Pend Oreille		No city >10,000
73	Pierce	Bonney Lake	>10,000
74	Pierce	Lakewood	>10,000
75	Pierce	Puyallup	>10,000
76	Pierce	Tacoma	>10,000
77	Pierce	University Place	>10,000

#	County	City	Size
78	Pierce	county location	county location
79	San Juan		No city >10,000
80	Skagit	Anacortes	>10,000
81	Skagit	Mount Vernon	>10,000
82	Skagit	Sedro-Woolley	>10,000
83	Skagit	county location	county location
84	Skamania		No city >10,000
85	Snohomish	Arlington	>10,000
86	Snohomish	Edmonds	>10,000
87	Snohomish	Everett	>10,000
88	Snohomish	Lake Stevens	>10,000
89	Snohomish	Lynnwood	>10,000
90	Snohomish	Marysville	>10,000
91	Snohomish	Mill Creek	>10,000
92	Snohomish	Monroe	>10,000
93	Snohomish	Mountlake Terrace	>10,000
94	Snohomish	Mukilteo	>10,000
95	Snohomish	county location	county location
96	Spokane	Cheney	>10,000
97	Spokane	Spokane	>10,000
98	Spokane	Spokane Valley	>10,000
99	Spokane	county location	county location
100	Stevens		No city >10,000
101	Thurston	Lacey	>10,000
102	Thurston	Olympia	>10,000
103	Thurston	Tumwater	>10,000
104	Thurston	county location	county location
105	Wahkiakum		No city >10,000
106	Walla Walla	Walla Walla	>10,000
107	Walla Walla	county location	county location
108	Whatcom	Bellingham	>10,000
109	Whatcom	Ferndale	>10,000
110	Whatcom	Lynden	>10,000
111	Whatcom	county location	county location
112	Whitman	Pullman	>10,000
113	Whitman	county location	county location
114	Yakima	Grandview	>10,000
115	Yakima	Sunnyside	>10,000
116	Yakima	Yakima	>10,000
117	Yakima	county location	county location

Appendix C – Collector Agreement

Product Care Washington State Fluorescent Light Stewardship Program Collection Site Agreement

This Agreement dated and effective as of the ____ day of _____ 20__.

Between:

PCA Product Stewardship, Inc. (PCA), having a place of business at: 5917 38th Ave SW, Seattle, WA 98126, USA

("PCA"),

and

Collector Business Name: _____

Legal Name (if different): _____

Contact Person: _____

Contact Person Mailing Address: _____

Phone: _____ **Fax:** _____

E-mail: _____

("Collector")

Whereas:

- A.** PCA has been contracted by WA State Department of Ecology to implement a state-wide mercury lamp collection and recycling program to begin January 1, 2013.
- B.** The program requires collection sites.
- C.** The Collector operates one or more locations in WA.
- D.** The parties wish to enter into this Agreement, which describes the terms and conditions under which the Collector will act as an authorized collection site for the Program for the products managed by the program.

For good and valuable consideration, the parties agree as follows:

The parties wish to enter into this Agreement, which describes the terms and conditions under which the Collector will act as an authorized collection site for the Program.

1.0 Definitions:

1.1 "**Program**" means the mercury containing lights product stewardship program operated in accordance with the provisions of the Revised Code of Washington (RCW) 70.275.

1.2 **“Program Products”** means lamps, bulbs, tubes, or other devices that contain mercury and provide functional illumination in homes, businesses, and outdoor stationary fixtures, consisting mainly of compact fluorescent lamps and fluorescent tubes.

1.3 **“Collection Site Guidelines”** means the compendium of information including collection site standards and other procedures developed to assist collection sites in managing the collection and storage of Program Products in a way that will minimize the risk of personal injury and harm to the environment. Guidelines will be updated by the Program from time to time.

1.4 **“Covered Entity” or “Covered Entities”** means a single-family or a multifamily household generator and persons that deliver no more than fifteen mercury-containing lights to registered collectors for a product stewardship program during a ninety-day period.

1.5 **“Non-program Products”** means products not covered or included in the Program.

2.0 Appointment as Collection Site

PCA hereby appoints the Collector as an authorized site for the collection of Program Products for the term of this Agreement at the following location (multiple locations should be listed as Addendum to this agreement.

Collection Site Address: _____

Operating Days and Hours: _____

Collection Site information (if different from above)

On-site Contact Person: _____

Collection Site phone: _____

Collection Site Fax : _____

Collection Site E-mail: _____

3.0 PCA Responsibilities

3.1 PCA will supply or provide:

- (a) collection Site Guidelines and updated versions when available;
- (b) collection containers for Program Products;
- (c) transportation services for the delivery of empty collection containers and pickup of full collection containers; and
- (d) light spill kit,
- (e) consumer brochures and signage;
- (f) management and recycling or proper disposal of the collected lamps in accordance with the Program Plan and applicable laws and regulations.
- (g) education and promotion relating to the Program.

4.0 Collector Responsibilities

4.1 The Collector agrees to provide collection services to the Program in accordance with the Collection Site Guidelines. The Collector is responsible for:

- (a) ensuring Collector's staff are trained in accordance with Program Guidelines.
- (b) accepting Program Products from Covered Entities during normal business hours, without charge and taking reasonable efforts to minimize the quantity of Non-program Products placed in the collection containers;
- (c) taking reasonable measures to protect the collection containers supplied by the Program and their contents;
- (d) preparing full collection containers in accordance with the Collection Guidelines for pick-up by the contracted transporter or courier company appointed by PCA.
- (e) completing required documentation;
- (f) displaying collection site signage and posters provided by the Program;
- (g) making Program brochures supplied by PCA available to customers;
- (h) providing and maintaining a storage area for Program Products that is secure, weather tight and in compliance with local, state, and federal regulations.
- (i) making reasonable efforts to accept a maximum of 15 Program Products during a 90-day period from any Covered Entity.
- (j) providing on-site staff assistance or oversight of public drop-off area to ensure only Program Products are accepted.

4.2 The Collector acknowledges that no payment will be made to the Collector by PCA under this agreement.

5.0 Agreement Term and Termination

5.1 This term of this Agreement shall be continuous, without a specified termination date. PCA or Collector may terminate this Agreement at any time upon 120 days written notice to the other party, without cause, and following termination the Collector agrees to make available for pick-up all materials supplied to Collector by the Program.

5.2 If a party:

- (a) fails in the strict performance of any part of this Agreement; or
- (b) is sold, liquidated, or becomes insolvent, or if a custodian or receiver is appointed for its business or any of its property, or if the party makes an assignment, proposal, or arrangement for the benefit of creditors, or if it files or has filed against it a petition of bankruptcy that is not dismissed within 30 days after filing, or if the party discontinues its business for any reason, the other party shall have the right upon the occurrence of such event to terminate this Agreement at any time thereafter.

6.0 Reports by Collector, Spill Procedure

6.1 The Retailer shall provide the following reports to the Program:

- (a) report of any spills or any health or safety incidents as soon as possible after the occurrence; and
- (b) any other reports required under applicable regulations or reasonably required by the Program

6.2 If a health and safety incident related to the Program occurs, the Collector shall follow emergency procedures in the Collection Site Guidelines including the required report.

7.0 Risk Management

7.1 PCA shall include the Collector as an additional insured on any policies of insurance maintained by PCA for environmental impairment liability relating to the services provided by the Collector at the Collection Site for the Program.

7.2 The Collector shall maintain, at its own expense, adequate insurance (the "Insurance") for the services to be performed under this Agreement, including the insurance coverage set out below:

- (a) comprehensive general liability coverage with limits of not less than \$1,000,000 (one million dollars) per occurrence; and
- (b) worker compensation insurance

7.3 Within five business days of PCA's request, the Collector shall supply PCA with satisfactory evidence of the Insurance. To the extent that the Collector does not have the insurance, the parties acknowledge that the Collector is an independent contractor supplying services to PCA under this Agreement at the Collector's own risk, including, without limitation, risk of fire, property, personal injury or any other loss or damage of any nature whatsoever arising from the Collector's performance of the services under this Agreement.

7.4 PCA shall indemnify, defend and hold harmless the Collector and its employees, officers, directors, agents and subcontractors against any and all claims, suits, actions, damages, costs, losses, obligations, judgments, charges, fines and expenses of any nature whatsoever arising from:

- (a) any breaches of any covenants, representations and warranties of PCA contained in this Agreement; and
- (b) any negligent or wilful act or omission by PCA and its employees, officers, directors, agents or subcontractors in the performance of its obligations under this Agreement.

7.5 Subject to the provisions of this Agreement, the Collector shall indemnify, defend and hold harmless PCA and its employees, officers, directors, agents, and subcontractors, against any and all claims, suits, actions, damages, costs, losses, obligations, judgments, charges, fines and expenses of any nature whatsoever arising from:

- (a) any negligent or wilful act or omission by the Collector and its employees, officers, directors and agents in performance of its obligations under this Agreement; or
- (b) any breach by the Collector of any term or condition of this Agreement.

8.0 Covenants of PCA

8.1 PCA covenants, represents and warrants to the Collector that:

- (a) PCA is a non-profit corporation validly existing under the laws of Washington;

(b) the execution and delivery of this Agreement has been validly authorized by PCA.

9.0 Covenants of the Collector

9.1 The Collector covenants, represents and warrants to PCA that:

(a) the Collector is a municipal agency or a validly existing business entity in good standing and qualified to carry on business in Washington State.

(b) the execution and delivery of this Agreement has been validly authorized by the Collector. The Collector shall perform its obligations under this Agreement in a safe and efficient manner and in compliance with all local, state and federal laws, bylaws, regulations, and contractual terms applicable to the performance of its obligations under this Agreement, including, without limitation, applicable environmental laws such as Washington's universal waste law and regulations (see <https://fortress.wa.gov/ecy/publications/publications/98407c.pdf>)

(c) the Collector's employees are qualified and trained to perform the obligations of the Collector under this Agreement;

(d) the Collector's licenses, permits, and any other authorizations required to operate its business, are, and shall be, in good standing during the term of this Agreement;

(e) the Collector consents to the publication by the Program of the address, telephone number and hours of operation of the Collection Site(s) and the promotion of the Collection Site(s) as an official Program collection location(s). The Collector may not advertise as an authorized collection site without the prior written consent of the PCA.

10.0 Possible Assignment of this Agreement

10.1 In the event that PCA is not appointed by WA Ecology as the "Contracted Stewardship Organization", in accordance with the provisions of the applicable law, with authority to manage the Program on and after January 1, 2013, then this contract is null and void unless PCA assigns this agreement in writing to another entity that is so authorized, but only with the written consent of the Collector.

11.0 Other

11.1 The Collector acknowledges that it is an independent contractor supplying services to, and not a subcontractor of, the Program and that the Collector is supplying services to the Program under this Agreement at the Collector's own risk, including, without limitation, risk of fire, property, personal injury or any other loss or damage of any nature whatsoever arising from the Collector's performance of the services under this Agreement.

11.2 Notwithstanding anything contained in this Agreement, either party's performance of its obligations under this Agreement shall be suspended during a delay (the "Unavoidable Delay") caused by fire, strike or other casualty or contingency beyond the reasonable control of a party. Each party shall notify the other party of the Unavoidable Delay which may prevent the party from performing its obligations under this Agreement.

11.3 This Agreement shall be the entire agreement between the parties and supersedes any prior agreement. No party shall be bound by any warranty or agreement not included in this Agreement and, in particular, no warranty of a party not expressed in this Agreement shall be implied.

11.4 This Agreement may be executed in any number of counterparts, and each executed counterpart shall be considered an original. All executed counterparts taken together shall constitute the agreement.

11.5 Any communications under this Agreement shall be in writing and delivered by hand or transmitted by telecopy to the address and telecopy number of each party set out at the beginning of this Agreement.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement on the date set out above.

(Collector Legal Name)

By: _____
(Authorized signatory)

(Print Name, Title, Date)

PCA Product Stewardship, Inc.
By:

Mark Kurschner, President (Print Date)